



WeHoP[®]
WESTERN
HORTICULTURAL
PRODUCTS, INC.

Customer Update Form

Our bank requires that we have updated information from our customers annually. Please read the terms of business below, sign and return as soon as possible to keep your account current. Thank you!

WeHoP's Terms of Business

The customer agrees to the following terms by ordering from WeHoP:

All new accounts are subject to cash before order is placed or until credit is approved. We encourage open accounts, and once the credit application is completed and approved, the terms are:

- All accounts are Net 30 days unless otherwise negotiated.
- Accounts that are overdue will be subject to a finance charge of 1.5% per month or the maximum allowable by law.
 - New accounts are subject to suspension of credit terms and returned to cash basis terms if delinquent in the first year.
- We reserve the right to suspend credit, and delay or cancel pending orders if terms are not met.

We realize that some customers prefer cash or credit card transactions; we welcome these accounts with the following conditions:

- A. Payment must be received prior to WeHoP placing orders with vendors
- B. Shipping costs will be estimated to the best of our ability when the order is taken, but given the unstable environment regarding fuel prices we cannot guarantee that cost for shipping will be accurate. In the event that WeHoP has overestimated shipping charge there will be an immediate credit issued to customer or an invoice on amount owing.

I/we agree to pay all collection costs and attorney fees and other expenses required to collect funds due and owing from credit extended. I/we certify that the statements herein are complete and true and I/we intend for you to rely thereon to accept or reject this application to extend credit. I/we agree to the terms and conditions herein stated and promise to promptly repay all credit extended pursuant to this application. I/we understand that you will retain this application whether or not it is approved. You are authorized to check my/our credit and employment history and to answer questions about your credit experience with me/us. I/we understand and agree that credit reports may be obtained from credit reporting agencies in connection with this application, as well as in connection with any updates, renewals, or extensions of credit. I/we certify that if this application is applied for on behalf of a corporation, I/we are authorized to enter into such an agreement for such corporation. By signing below, I certify that I have read and as the applicant or on behalf of such corporation agree to be bound by the above-stated terms and conditions.



**Please be sure
to complete
the Personal
Guarantee on
the back side**

Warranty & Limitation of Liability

Purchaser and Seller hereby agree that the following terms and conditions are conditions precedent to this transaction. Seller gives no warranty either express or implied for the plant materials or other goods listed on or covered by an Order Acknowledgment (hereinafter individually and jointly referred to as "goods"). Such goods are sold in an "as is" condition. For example, all warranties with respect to such goods, including those of merchantability and fitness for a particular purpose, are excluded. Purchaser agrees that the Seller's liability, if any, with respect to this transaction and associated goods is limited to the purchase price of the goods as stated within the Invoice. Purchaser agrees that its remedies under this Agreement are limited to the return of the goods to Seller, and at the election of Seller, either repayment of the purchase price or replacement of the goods. Purchaser expressly agrees that Seller shall not be responsible for or legally liable for any incidental, special and/or consequential damages of any kind, including but not limited to loss of profits, brokerage fees, and the like. Rather, the liability of Seller is strictly limited to the purchase price of the goods sold. Acceptance of the goods by Purchaser signifies and constitutes full acknowledgment and agreement to the terms and conditions stated within the Order Acknowledgment. Purchaser acknowledges that all goods listed on the Order Acknowledgment are subject to crop. Purchase price of the goods is payable on receipt in U.S. funds.

Purchaser agrees to pay a finance charge of 1½% on all past due amounts. This is an annual percentage rate of 18%.

Tel: 800-669-6480
Fax: (360) 344-3555
credit@wehop.com

PO Box 1109
Port Hadlock, WA 98339



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WeHoP Terms of Business, *continued...*

Personal Guarantee

In consideration for credit extended, the undersigned contracts and guarantees to the faithful payment, when due, of all accounts of the company seeking credit for five (5) years from the date of this application. The undersigned guarantor expressly waives all notice of acceptance of this guarantee, notice of extension of credit, presentment of demand for payment and any notice of default by the company seeking credit and all other notices the guarantor might be entitled to. Revocation of the guarantee shall be in writing and delivered by certified mail.

BUSINESS NAME (please print) _____

Please print your name here: _____

Signature _____ **Date** ____ / ____ / ____

Your signature expresses your agreement to all of the terms listed on this agreement.

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